

RESOLUTION NO. 2011-82

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON  
BEACH AMENDING THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY AND THE HUNTINGTON BEACH MANAGEMENT  
EMPLOYEES' ORGANIZATION (MEO), BY ADOPTING THE SIDE LETTER  
OF AGREEMENT**

WHEREAS, on May 21, 2007, the City Council of Huntington Beach adopted Resolution No. 2007-33 for the purpose of adopting the Memorandum of Understanding (MOU) between the City and the Huntington Beach Management Employees' Organization (MEO);

Subsequent to the adoption of the MOU, the City of Huntington Beach and MEO agreed to changes, corrections, and clarifications to the MOU that are reflected in a Side Letter of Agreement between the City of Huntington Beach and MEO ("Side Letter of Agreement") attached hereto as **Exhibit A** and incorporated herein by this reference.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Huntington Beach as follows:

- Section 1. The Side Letter of Agreement attached hereto as **Exhibit A** is approved and adopted.
- Section 2. The Side Letter of Agreement amends the MOU between the City of Huntington Beach and MEO.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the 07th day of November, 2011.

REVIEWED AND APPROVED

  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Mayor

INITIATED AND APPROVED

  
\_\_\_\_\_  
Director of Human Resources

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

**City of Huntington Beach  
SIDE LETTER AGREEMENT**

The Management Employees' Association ("MEO") and the City of Huntington Beach ("City") hereby agree to this side letter to the 12/20/06 – 12/19/08 MOU, as amended by previous Side Letters, including the 12/17/07 and 03/15/10 Side Letters.

**ARTICLE I - TERM OF MOU**

This Side Letter shall be in effect following City Council approval through any period of extension elected by the Association. MEO hereby exercises the exclusive right to extend the term of the agreement for six (6) months, through June 19, 2012; and retains the exclusive right to extend the term of the MOU for an additional six (6) months, through December 20, 2012.

**ARTICLE XI – RETIREMENT**

**B. California Public Employees' Retirement System (CalPERS)**

**1. Employee's Contribution**

- a. Effective the beginning of the pay period which includes November 1, 2011, and continuing until the end of the pay period which includes March 16, 2012, the employees shall pay an additional 2% of the employee's contribution to CalPERS in addition to the 2.25% provided under the December 17, 2007 Side Letter. Total employee contribution from the effective date of this side-letter through and including the pay period ending March 16, 2012, is four and one-quarter percent (4.25%) of the employee share of CalPERS.
- b. Any employees covered by this agreement who are enrolled in the PERS 3% at 50 safety retirement plan, or any other CalPERS retirement benefit formula, shall contribute the same percentage to the employees' share of PERS as those enrolled in the 2.5% at 55 plan, as indicated in sections a. above.
- c. This provision regarding Employee's Contribution to CalPERS will expire effective the end of the pay period which includes March 16, 2012, and the parties agree to return to the original language contained in Article XI, Section C – Retirement – PERS 2.5%@55 of the MEO Memorandum of Understanding as of December 17, 2007 (Reference Resolution No. 2007-87), unless otherwise specifically modified, either by a subsequent side-letter or a successor Memorandum of Understanding.

**ARTICLE XII – LEAVE BENEFITS**

**A. Leave With Pay**

**1. General Leave**

**b. Eligibility and Approval**

General Leave must be pre-approved except for illness, injury or family sickness, which may require a physician's statement for approval. General Leave accrued time is to be computed from hire date anniversary. Employees shall not be

permitted to take general leave in excess of actual time earned. Effective the beginning of the pay period which includes November 1, 2011, and continuing until the end of the pay period which includes March 16, 2012, employees shall not accrue General Leave in excess of seven hundred (700) hours. Employee's will not earn General Leave hours in excess of seven hundred (700) hours and shall not be paid the cash value of any additional hours beyond seven hundred (700) in their paycheck for the full duration of the time provided herein. Employees may not use their General Leave to advance their separation date on retirement or other separation from employment.

This provision regarding General Leave will expire effective March 16, 2012, and the parties agree to return to the original language contained in *Article XII, Section 1 – General Leave, (b.) Eligibility and Approval* of the MEO Memorandum of Understanding as of December 20, 2006, unless otherwise extended by a subsequent side letter or a successor memorandum of understanding. However, all General Leave accruals exceeding 640 hours as of March 16, 2012 will not be eligible for cash-out, for cash out at separation or for overage payment. Employees separating City service between March 16, 2012 and June 19, 2012, shall be limited to 640 hours of General Leave as final pay out. Employees will have until the end of the pay period that includes June 19, 2012, to use any hours above 640. All hours above 640 not utilized by the end of the pay period that includes June 19, 2012, shall be forfeited.

#### **ARTICLE IX – HOURS OF WORK/ADMINISTRATIVE LEAVE**

##### **A. Holiday Closure**

- i. December 27, 28, 29, 30, 2011, will be known and referred to as "Holiday Closure" for the dates specified.
- ii. Employees will not report to work during the "Holiday Closure". Full time employees will be required to take thirty-six (36) hours of time off. Part-time employees will be proportionally required to re-pay time based upon regular assignment (e.g. 25%/50%/75%) as applied to thirty-six (36) hours.
- iii. Employees may elect to furlough (time off without pay) or employees may use approved leave accruals (general leave or administrative leave) to account for the time away from work during the "Holiday Closure".
- iv. The City may require at the request of the department head, that certain employees to work a regular or partial schedule on one or more of the "Holiday Closure" days. (12/27/11, 12/28/11, 12/29/11, 12/30/11). Any employee required to by the Department Head to work during any portion of the "Holiday Closure" will be required to take the equivalent time off between January 3, 2012 and July 6, 2012.

##### **B. Time Accounting**

- i. All employees not required to report to work during the "Holiday Closure" will be paid their regular salary for the "Holiday Closure" but will be required to account via payroll, as set forth below, for the appropriate time associated with the "Holiday Closure".

- ii. The payroll accounting options for the "Holiday Closure" includes, furlough and use of leave accruals (general leave or administrative leave). Payroll accounting for the "Holiday Closure" not specifically listed herein must be approved by the City Administrator or designee.
- iii. Employees required to work during any portion of the "Holiday Closure" will be paid their regular salary for the "Holiday Closure", and will be required to account for the equivalent amount "Holiday Closure" hours via furlough, use of approved leave accruals (general leave or administrative leave), or alternative equivalent time taken notwithstanding having worked during the "Holiday Closure" dates worked.
- iv. The payroll accounting methods (furlough, use of leave accruals, alternative equivalent time taken in-lieu of "Holiday Closure" dates), listed herein may be used in any approved combination for a period not to exceed six-months but not later than the pay period ending July 06, 2012.
- v. Employees without adequate leave accruals may borrow against future accruals earned – up to and including time accrued as of the end of the pay period ending July 06, 2012.
- vi. All "Holiday Closure" hours are to be accounted for via payroll within six-months but not later than the end of the pay period ending July 06, 2012.
- vii. Any "Holiday Closure" hours not voluntarily accounted for via payroll as of the end of the pay period ending July 06, 2012, shall be accounted for in the following order until a zero-balance is achieved:
  - 1. Administrative Leave
  - 2. General Leave
  - 3. Furlough Hours
- viii. Employees separating from City service must reconcile all unaccounted "Holiday Closure" hours at time of separation. Time will be accounted for in the following order until a zero-balance is achieved:
  - 1. Administrative Leave
  - 2. General Leave
  - 3. Furlough Hours
- ix. Payroll accounting of the "Holiday Closure" by furlough shall not impact service for purposes of seniority, shall not affect probationary periods, and shall not affect health or retirement benefits.

C. Scheduling - New Years Day – Flex Day/Holiday Substitute

Employees assigned to Schedule A flex schedule and employees with 4/10 Tuesday – Friday flex schedule may select an alternative flex day in lieu of Friday, December 30, 2011, within the pay period of 12/24/11 – 01/06/12. The alternative flex day may not include 12/27/11, 12/28/11, 12/29/11 or 12/30/11.

- i. All provisions pursuant to MEO MOU Exhibit E – Leave Benefits #5 – Holidays, shall apply.


- ii. All provisions pursuant to MEO MOU Exhibit F – Leave Benefits #5 – Holidays, shall apply.

**Side-Letter Implementation**

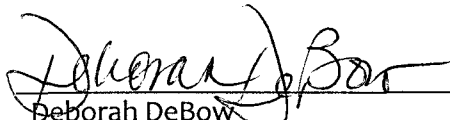
The parties agree that the execution of this side-letter agreement may not be challenged by the Association or any employee it is recognized to represent through the City's grievance procedure or in any other forum unless the challenge is based upon a factual allegation that the Agreement was the product of fraud, intentional misrepresentation or unlawful coercion on the part of City representatives.

IN WITNESS WHEREOF, the parties have caused this SIDE LETTER AGREEMENT to be executed by and through their authorized officers on NOVEMBER 07, 2011.

**Huntington Beach  
Management Employees' Organization**


  
\_\_\_\_\_  
Scott Field  
President

Dated: 11/7/11

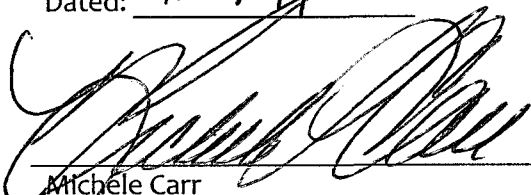
  
\_\_\_\_\_  
Deborah DeBow  
Vice President

Dated: 11-7-11

**City of Huntington Beach**

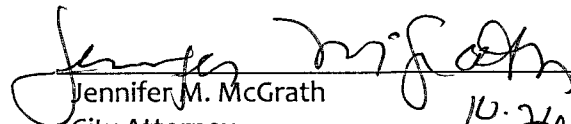
  
\_\_\_\_\_  
Fred A. Wilson  
City Manager

Dated: 11-7-11

  
\_\_\_\_\_  
Michele Carr  
Director of Human Resources

Dated: 10/26/11

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Jennifer M. McGrath  
City Attorney

10.26.11

Dated: \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF ORANGE                     ) ss:  
CITY OF HUNTINGTON BEACH         )

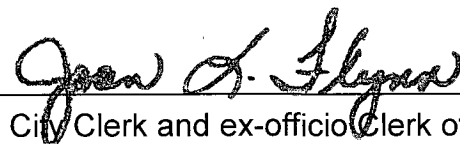
I, JOAN L. FLYNN the duly elected, qualified City Clerk of the City of Huntington Beach, and ex-officio Clerk of the City Council of said City, do hereby certify that the whole number of members of the City Council of the City of Huntington Beach is seven; that the foregoing resolution was passed and adopted by the affirmative vote of at least a majority of all the members of said City Council at a **regular** meeting thereof held on **November 7, 2011** by the following vote:

**AYES:** Shaw, Carchio, Bohr, Boardman

**NOES:** Harper, Hansen, Dwyer

**ABSENT:** None

**ABSTAIN:** None

A handwritten signature in cursive script, appearing to read "Joan L. Flynn", is written over a horizontal line.

City Clerk and ex-officio Clerk of the  
City Council of the City of  
Huntington Beach, California